

PromiseCare / Hemet Community Medical Group

(and all affiliates)

1545 W. Florida Ave

Hemet, CA 92543

Phone: (951) 791-1111 Ext. 278

Fax: (888) 285-2546

Email: claimsdept@promisecare.com

CLAIMS SETTLEMENT PRACTICES & DISPUTE RESOLUTION MECHANISM (COMMERCIAL CLAIMS ONLY) PROVIDER NOTICE

As required by Assembly Bill 1455, the California Department of Managed Health Care has set forth regulations establishing certain claim settlement practices and the process for resolving claims disputes for managed care products regulated by the Department of Managed Health Care. This information notice is intended to inform you of your rights, responsibilities, and related procedures as they relate to claim settlement practices and claim disputes for commercial HMO products where *PromiseCare / Hemet Community Medical Group (and affiliates)* is delegated to perform claims payment and provider dispute resolution processes. Unless otherwise provided herein, capitalized terms have the same meaning as set forth in Sections 1300.71 and 1300.71.38 of Title 28 of the California Code of Regulations.

I. Claim submission instructions.

- A. Sending Claims to *PromiseCare / Hemet Community Medical Group (and affiliates)*.
Claims for services provided to members assigned to *PromiseCare / Hemet Community Medical Group (and affiliates)* must be sent to the following:

Via Mail: *1545 W. Florida Avenue, Hemet, CA 92543*

Via Physical Delivery: *1545 W. Florida Avenue, Hemet, CA 92543*

Via e-mail: claimsdept@promisecare.com (must be password protected/encrypted and HIPPA compliant)

Via secure FTP: <https://ace2.promisecare.com> (requires password)

Via Fax: *(888) 285-2546*

Via Clearinghouse: *Office Ally (Payer ID HCMG1)*

To obtain a password to access on our secure FTP server for electronic claims submission or our website to check claims status 24 hours a day, 7 days a week, 365 days a year, please call (951) 791-1111 Ext. 257.

- B. Calling PromiseCare / Hemet Community Medical Group (and affiliates) Regarding Claims.
For claim filing requirements or status inquiries, you may contact
PromiseCare / Hemet Community Medical Group by calling: (951)
791-1111 Ext. 1278.
- C. Claim Submission Requirements. The following is a list of claim timeliness
requirements, claims supplemental information and claims
documentation required by PromiseCare / Hemet Community Medical
Group (and affiliates):

Claims must be submitted within Ninety (90) days from the date of service
for contracted providers and Three-Hundred Sixty-Five (365) days from
the date of service for non-contracted providers .

The claim forms must be computer generated or typed. We cannot accept
claims that are entirely hand written, partially hand written, have hand
written information added, have items blacked out or have white out on the
claim form. These claims will be rejected and returned to your office.

Paper claims must be submitted on a CMS1500 or UB92 Claim Form
Electronic claims must be submitted in an 837 data file. All claims must
be complete and accurate and include all the required fields that these
forms require.

The claim must contain correct coding for all CPT, HCPCS, Revenue and
ICD-10 codes for the year that services are rendered and must be
acceptable and payable codes according to CMS guidelines or the
claim/line item will be contested. Drugs and injectables must include the
accurate NDC code. Diagnosis (ICD-10) must be coded to the highest
level of specificity or the claim/line item will be contested.

Documentation/medical records are not automatically required on claims
and only requested on claims where payor liability needs to be
determined such as claims for unauthorized services, by-report
procedures and unspecified codes for which there is no CMS rate,
suspected fraud, waste and abuse, misrepresentation or unfair billing
practice. When documentation is needed to determine payor liability, the
billing provider will receive written notification.

PromiseCare / Hemet Community Medical Group (and affiliates) uses
CMS guidelines for edits, including coding methodologies, global
periods, bundling and modifier requirements for all claims processing.
CMS websites, OPTUM Encoder Expert, Revenue Cycle Pro, and
ASC Expert are
used for this purpose.

- D. **Claim Receipt Verification.** For verification of claim receipt by *PromiseCare / Hemet Community Medical Group (and affiliates)* please do the following:

Phone: (951) 791-1111 Ext. 278

Fax: (888) 285-2546

Email: claimsdept@promisecare.com

Website: <https://ace2.promisecare.com>

II. **Dispute Resolution Process for Contracted Providers**

- A. **Definition of Contracted Provider Dispute.** A contracted provider dispute is a provider's written notice to *PromiseCare / Hemet Community Medical Group (and affiliates)* and/or the member's applicable health plan challenging, appealing or requesting reconsideration of a claim (or a bundled group of substantially similar multiple claims that are individually numbered) that has been denied, adjusted or contested or seeking resolution of a billing determination or other contract dispute (or bundled group of substantially similar multiple billing or other contractual disputes that are individually numbered) or disputing a request for reimbursement of an overpayment of a claim. Each contracted provider dispute must contain, at a minimum the following information: provider's name; provider's identification number, provider's contact information, and:
- i. If the contracted provider dispute concerns a claim or a request for reimbursement of an overpayment of a claim from *PromiseCare / Hemet Community Medical Group (and affiliates)* to a contracted provider the following must be provided: a clear identification of the disputed item, the Date of Service and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, request for reimbursement for the overpayment of a claim, contest, denial, adjustment or other action is incorrect;
 - ii. If the contracted provider dispute is not about a claim, a clear explanation of the issue and the provider's position on such issue; and
 - iii. If the contracted provider dispute involves an enrollee or group of enrollees, the name and identification number(s) of the enrollee or enrollees, a clear explanation of the disputed item, including the Date of Service and provider's position on the dispute, and an enrollee's written authorization for provider to represent said enrollees.

- B. Sending a Contracted Provider Dispute to *PromiseCare / Hemet Community Medical Group (and affiliates)*. Contracted provider disputes submitted to *PromiseCare / Hemet Community Medical Group (and affiliates)* must include the information listed in Section II.A., above, for each contracted provider dispute. All contracted provider disputes must be sent to the attention of *Claims Department – Provider Disputes* at the following:

Via Mail: *1545 W. Florida Avenue, Hemet, CA 92543*

Via Physical Delivery: *1545 W. Florida Avenue, Hemet, CA 92543*

Via e-mail: [*claimsdept@promisecare.com*](mailto:claimsdept@promisecare.com)

Via Fax: *(888) 285-2546*

- C. Time Period for Submission of Provider Disputes.

- (i) Contracted provider disputes must be received by *PromiseCare / Hemet Community Medical Group (and affiliates)* within 365 days from *PromiseCare / Hemet Community Medical Group's (and affiliates)* action that led to the dispute (or the most recent action if there are multiple actions) that led to the dispute, or
- (ii) In the case of *PromiseCare / Hemet Community Medical Group's (and affiliates)* inaction, contracted provider disputes must be received by *PromiseCare / Hemet Community Medical Group (and affiliates)* within 365 days after the provider's time for contesting or denying a claim (or most recent claim if there are multiple claims) has expired.
- (iii) Contracted provider disputes that do not include all required information as set forth above in Section II may be returned to the submitter for completion. An amended contracted provider dispute which includes the missing information may be submitted to *PromiseCare / Hemet Community Medical Group (and affiliates)* within thirty (30) working days of your receipt of a returned contracted provider dispute.

- D. Acknowledgment of Contracted Provider Disputes. *PromiseCare / Hemet Community Medical Group (and affiliates)* will acknowledge receipt of all contracted provider disputes as follows:
- i. Electronic contracted provider disputes will be acknowledged by *PromiseCare / Hemet Community Medical Group (and affiliates)* within two (2) Working Days of the Date of Receipt by *PromiseCare / Hemet Community Medical Group (and affiliates)*.
 - ii. Paper contracted provider disputes will be acknowledged by *PromiseCare / Hemet Community Medical Group (and affiliates)* within fifteen (15) Working Days of the Date of Receipt by *PromiseCare / Hemet Community Medical Group (and affiliates)*.
- DI. Contact *PromiseCare / Hemet Community Medical Group (and affiliates)* Regarding Contracted Provider Disputes. All inquiries regarding the status of a contracted provider dispute or about filing a contracted provider dispute must be directed to *PromiseCare / Hemet Community Medical Group (and affiliates)* at: (951) 791-1111 Ext. 1278.
- DII. Instructions for Filing Substantially Similar Contracted Provider Disputes. Substantially similar multiple claims, billing or contractual disputes, may be filed in batches as a single dispute, provided that such disputes are submitted in the following format:
- i. *Sort provider disputes by similar issue*
 - ii. *Provide cover sheet for each batch*
 - iii. *Number each cover sheet*
 - iv. *Provide a cover letter for the entire submission describing each provider dispute with references to the numbered coversheets.*
- DIII. Time Period for Resolution and Written Determination of Contracted Provider Dispute. *PromiseCare / Hemet Community Medical Group (and affiliates)* will issue a written determination stating the pertinent facts and explaining the reasons for its determination within forty-five (45) Working Days after the Date of Receipt of the contracted provider dispute or the amended contracted provider dispute.
- DIV. Past Due Payments. If the contracted provider dispute or amended contracted provider dispute involves a claim and is determined in whole or in part in favor of the provider, *PromiseCare / Hemet Community Medical Group (and affiliates)* will pay any outstanding monies determined to be due, and all interest and penalties required by law or regulation, within five (5) Working Days of the issuance of the written determination.

III. **Dispute Resolution Process for Non-Contracted Providers**

- A. Definition of Non-Contracted Provider Dispute. A non-contracted provider dispute is a non-contracted provider's written notice to *PromiseCare / Hemet Community Medical Group (and affiliates)* challenging, appealing or requesting reconsideration of a claim (or a bundled group of substantially similar claims that are individually numbered) that has been denied, adjusted or contested or disputing a request for reimbursement of an overpayment of a claim. Each non-contracted provider dispute must contain, at a minimum, the following information: the provider's name, the provider's identification number, contact information, and:
- i. If the non-contracted provider dispute concerns a claim or a request for reimbursement of an overpayment of a claim from *PromiseCare / Hemet Community Medical Group (and affiliates)* to provider the following must be provided: a clear identification of the disputed item, the Date of Service and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, contest, denial, request for reimbursement for the overpayment of a claim, or other action is incorrect;
 - ii. If the non-contracted provider dispute involves an enrollee or group of enrollees, the name and identification number(s) of the enrollee or enrollees, a clear explanation of the disputed item, including the Date of Service, provider's position on the dispute, and an enrollee's written authorization for provider to represent said enrollees.
- B. Dispute Resolution Process. The dispute resolution process for non-contracted Providers is the same as the process for contracted Providers as set forth in sections II.B., II.C., II.D., II.E., II.F., II.G., and II.H. above.

IV. **Claim Overpayments**

- A. Notice of Overpayment of a Claim. If *PromiseCare / Hemet Community Medical Group (and affiliates)* determines that it has overpaid a claim, *PromiseCare / Hemet Community Medical Group (and affiliates)* will notify the provider in writing through a separate notice clearly identifying the claim, the name of the patient, the Date of Service(s) and a clear explanation of the basis upon which *PromiseCare / Hemet Community Medical Group (and affiliates)* believes the amount paid on the claim was in excess of the amount due, including interest and penalties on the claim.
- B. Contested Notice. If the provider contests *PromiseCare / Hemet Community Medical Group's (and affiliates)* notice of overpayment of a claim, the provider, within 30 Working Days of the receipt of the notice of overpayment of a claim, must send written notice to *PromiseCare / Hemet Community Medical Group (and affiliates)* stating the basis upon which the provider believes that the claim was not overpaid. *PromiseCare / Hemet Community Medical Group (and affiliates)* will process the contested notice in accordance with *PromiseCare / Hemet Community Medical Group's (and affiliates)* contracted provider dispute resolution process described in Section II above.

- C. No Contest. If the provider does not contest *PromiseCare / Hemet Community Medical Group's (and affiliates)* notice of overpayment of a claim, the provider must reimburse *PromiseCare / Hemet Community Medical Group (and affiliates)* within thirty (30) Working Days of the provider's receipt of the notice of overpayment of a claim.
- B. Offsets to payments. *PromiseCare / Hemet Community Medical Group (and affiliates)* may only offset an uncontested notice of overpayment of a claim against provider's current claim submission when;
 - (i) the provider fails to reimburse *PromiseCare / Hemet Community Medical Group (and affiliates)* within the timeframe set forth in Section IV.C., above, and
 - (ii) *PromiseCare / Hemet Community Medical Group's (and affiliates)* contract with the provider specifically authorizes *PromiseCare / Hemet Community Medical Group (and affiliates)* to offset an uncontested notice of overpayment of a claim from the provider's current claims submissions. In the event that an overpayment of a claim or claims is offset against the provider's current claim or claims pursuant to this section, *PromiseCare / Hemet Community Medical Group (and affiliates)* will provide the provider with a detailed written explanation identifying the specific overpayment or payments that have been offset against the specific current claim or claims

V. Fee Schedules

If you have questions on the fee schedule used to process claims or for electronic copies of fee schedules, please call (951) 791-1111 Ext. 1278 or email us at claimsdept@promisecare.com.

If you have any questions about this notice please contact the Claims Department at (951) 791-1111 Ext. 1278.

Sincerely,

Claims Department
PromiseCare / Hemet Community Medical Group